

Jeffrey D. Ganz
jganz@riemerlaw.com
RIEMER & BRAUNSTEIN, LLP
Seven Times Square, Suite 2506
New York, New York 10036
617-880-3568
ATTORNEYS FOR WELLS FARGO BANK, NATIONAL ASSOCIATION

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

----- x
WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff,

against

JAY A. JOHNSTON,

Defendant
----- x

Index No: 16-cv-02395-PKC

**AFFIDAVIT OF
COUNSEL IN
SUPPORT OF
PLAINTIFF'S
APPLICATION FOR
JUDGMENT BY
DEFAULT**

COMMONWEALTH OF
MASSACHUSETTS

COUNTY OF SUFFOLK

I, Jeffrey D. Ganz, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and a partner with the firm of Riemer & Braunstein LLP, attorneys for the Plaintiff in the above-entitled action. I am familiar with all the facts and circumstances in this action.

2. I make this affidavit pursuant to Local Civil Rule 55.2(b) in support of Plaintiff's Application for Judgment by Default against the Defendant, Jay A. Johnston.

3. On April 1, 2016, Wells Fargo filed the Complaint to Enforce Guaranty seeking to enforce the terms of an Unconditional Guaranty executed by the Defendant to secure satisfaction of the amounts due under an Aircraft Lease entered into between Wells Fargo and CIMA

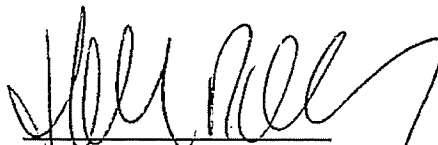
Aviacion, LLC ("CIMA"). The Defendant was the principal officer, manager, and owner of CIMA. A true and accurate copy of the Complaint to Enforce Guaranty with all accompanying exhibits is annexed to this application as Exhibit A.

4. This Court has jurisdiction over the Defendant and this dispute under 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000 exclusive of interest and costs and the parties are citizens of different states. In addition, the Defendant has voluntarily subjected himself to the jurisdiction of all courts located within the State of New York in accordance with the terms of the Unconditional Guaranty underlying this dispute.

5. The Defendant is not an infant or an incompetent person. Indeed, he has engaged counsel who has appeared on his behalf in this action.

6. On September 19, 2016, the Court issued a Clerk's Certificate of Default against the Defendant for failing to answer after being properly served with a copy of the Complaint. A true and accurate copy of the Clerk's Certificate of Default is annexed to this application as Exhibit B.

Dated: Boston, Massachusetts
October 31, 2016


Jeffrey D. Ganz
Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, New York 10036
Tel.: 617-880-3568
jganz@riemerlaw.com

Sworn to before me this 31st
day of October 2016


Michele A. Shaver
Notary Public

2051680.1

